was taken ill while at work and died two weeks later from the effects of an internal hemorrhage which might have been caused by muscular strain or exertion. Declarations of the deceased employee furnished the only evidence as to whether the injury arose "out of and in the course of the employment." The Workmen's Compensation Act having authorized the disregard of "technical rules of evidence," the commission based its award upon this hearsay testimony. *Held*, that the award must be annulled, the rule against hearsay not being a "technical rule." *Englebretson* v. *Industrial Accident Commission*, 151 Pac. 421 (Cal.).

On a similar state of facts the New York Workmen's Compensation Commission based an award upon declarations of the deceased employee as to the circumstances of his injury, under an act providing that the commission "shall not be bound by common law or statutory rules of evidence." *Held*, that the award should be affirmed. *Carroll* v. *Knickerbocker Ice Co.*, 155 N. Y. Supp. 1.

For a discussion of these cases, see NOTES, p. 208.

MUNICIPAL CORPORATIONS — ASSESSMENTS FOR LOCAL IMPROVEMENTS — VALIDITY OF FRONTAGE ASSESSMENT FOR PAVING STREET OF VARYING WIDTH. — The assessment for paving a street eight blocks long in defendant city was levied equally in proportion to the frontage of the lots, regardless of the varying width of the street. *Held*, that the assessment was valid. *Kaplan* v. *City of Macon*, 86 S. E. 219 (Ga.).

A special assessment is levied for the purpose of collecting part or all of the cost of an improvement from the property especially benefited by it. *State* v. *Jersey City*, 36 N. J. L. 56. See 21 HARV. L. REV. 533. Consequently the amount of the assessment must not substantially exceed the benefit to the property. *Norwood* v. *Baker*, 172 U. S. 269; *Weed* v. *Boston*, 172 Mass. 28, 51 N. E. 204. See 2 PAGE & JONES, TAXATION BY ASSESSMENT, § 651. Assessments by the frontage method have, however, been generally upheld, on the theory that this method will usually approximate a just result. *Sears* v. *Boston*, 173 Mass. 71, 53 N. E. 138; *Ramsey Co.* v. *Robert P. Lewis Co.*, 72 Minn. 87, 75 N. W. 108. But such assessments are invalid as a confiscation of property without compensation if, in fact, the amount assessed on any property greatly exceeds the benefit received thereby from the improvement. *White* v. *Tacoma*, 109 Fed. 32. In the principal case there is nothing to show that a uniform application of the frontage method would be unjust, or that property fronting on a wide part of the street would reap a greater benefit from the paving than that facing a narrower part. Giving proper effect to the presumption of the validity of the legislative act, the case seems right. See *French* v. *Barber Asphalt Co.*, 181 U. S. 324; *Savannah* v. *Weed*, 96 Ga. 670, 23 S. E. 900.

QUASI-CONTRACTS — RECOVERY FOR BENEFITS CONFERRED WITHOUT CONTRACT — RIGHT OF LIFE BENEFICIARY TO LIEN ON INSURANCE POLICY FOR PREMIUMS VOLUNTARILY PAID. — Insurance policies on a husband's life were assigned with other property to trustees for the use of the wife for life and then for her child. The husband covenanted to pay the premiums, and the trustees had discretion to pay them if he failed to do so. The husband being unable to make the payments, the wife paid the premiums for twenty-five years. On the husband's death the wife claimed a lien on the proceeds of the policy for the amount she paid. *Held*, that she cannot recover. *In re Jones' Settlement*, [1915] 1 Ch. 373.

One who pays the debt of another, unless the payment was unreasonable or officious, may recover the amount from that other on general quasi-contract principles. *Exall* v. *Partridge*, 8 T. R. 308. See 25 HARV. L. REV. 77; 24 HARV.